

**CITY OF MONTCLAIR
AGENDA FOR CITY COUNCIL, SUCCESSOR AGENCY,
MONTCLAIR HOUSING CORPORATION, AND
MONTCLAIR HOUSING AUTHORITY MEETINGS**

To be held in the Council Chambers
5111 Benito Street, Montclair, California

January 5, 2015

7:00 p.m.

As a courtesy please silence your cell phones and other electronic devices while the meeting is in session. Thank you.

The CC/SA/MHC/MHA meetings are now available in audio format on the City's website at www.ci.montclair.ca.us and can be accessed the day following the meeting after 10:00 a.m.

Page No.

- I. **CALL TO ORDER** – City Council, Successor Agency and Montclair Housing Corporation Boards of Directors, and Montclair Housing Authority Commissioners

II. **INVOCATION**

In keeping with our long-standing tradition of opening our Council meetings with an invocation, this City Council Meeting may include a nonsectarian invocation. Such invocations are not intended to proselytize or advance any faith or belief or to disparage any faith or belief. Neither the City nor the City Council endorse any particular religious belief or form of invocation.

III. **PLEDGE OF ALLEGIANCE**

IV. **ROLL CALL**

V. **PRESENTATIONS**

- A. Introduction of New Employees

VI. **PUBLIC COMMENT**

This section is intended to provide members of the public with an opportunity to comment on any subject that does not appear on this agenda. Each speaker will be afforded five minutes to address the City Council Members, Successor Agency Board of Directors, Montclair Housing Corporation Board of Directors, and Montclair Housing Authority Commissioners. (Government Code Section 54954.3)

Under the provisions of the Brown Act, the Council/Successor Agency Board/ MHC Board/MHA Commission is prohibited from taking action on items not listed on the agenda.

VII. PUBLIC HEARINGS

- A. Consider Adoption of Resolution No. 15-3060 Certifying There Are No Nonprofit Agencies Readily Available to Provide Senior Transportation Services [CC] 4

VIII. CONSENT CALENDAR

- A. Approval of Minutes
 - 1. Minutes of the Regular Joint Council/Successor Agency Board/MHC Board/MHA Board Meeting of December 15, 2014 [CC/SA/MHC/MHA]
- B. Administrative Reports
 - 1. Consider Setting a Public Hearing to Consider Approval of Tentative Tract Map No. 18986 for a Five-Lot Residential Subdivision at 11286 Fremont Avenue [CC] 7
 - 2. Consider Approval of Fiscal Year 2014-15 Schedule of Recommendations for Community Benefits Funding [CC] 9
 - 3. Consider Approval of Warrant Register and Payroll Documentation [CC] 12
- C. Agreements
 - 1. Consider Approval of Agreement No. 15-01 With Montclair Golden Girls Softball League; Agreement Nos. 15-02 and 15-03 with Montclair Little League; and Agreement Nos. 15-04, 15-05, and 15-06 With All Cities Youth Baseball for Use of Ball Field Facilities [CC] 13
 - 2. Consider Approval of Agreement No. 15-07 Amending Agreement No. 14-06 With the San Bernardino County Department of Aging and Adult Services to Provide Additional Funding for the Senior Citizen Nutrition Program for Fiscal Year 2014-15 [CC] 48
- D. Resolutions - None

IX. PULLED CONSENT CALENDAR ITEMS

X. RESPONSE - None

XI. COMMUNICATIONS

- A. City Attorney
 - 1. Closed Session Pursuant to Government Code Section 54957.6 Regarding Conference With Designated Labor Negotiator Edward C. Starr

Agency: City of Montclair

Employee Management
Organizations: Montclair City Confidential Employees Association
Montclair Fire Fighters Association
Montclair Police Officers Association
San Bernardino Public Employees Association

- B. City Manager/Executive Director
- C. Mayor/Chairman
- D. Council/SA/MHC/MHA Board
- E. Committee Meeting Minutes *(for informational purposes only)*
 - 1. Minutes of the Personnel Committee Meeting of December 15, 2014 54
 - 2. Minutes of the Code Enforcement Committee Meeting of December 15, 2014 55

XII. COUNCIL WORKSHOP

- A. Calvin Quach Appeal Hearing

(Council may consider continuing this item to an adjourned meeting on Tuesday, January 20, 2015, at 5:45 p.m. in the City Council Chambers.)

XIII. ADJOURNMENT OF SUCCESSOR AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS OF DIRECTORS AND MONTCLAIR HOUSING AUTHORITY COMMISSIONERS

(At this time, the City Council will meet in Closed Session regarding labor negotiations.)

XIV. CLOSED SESSION ANNOUNCEMENTS

XV. ADJOURNMENT OF CITY COUNCIL

The next regularly scheduled City Council, Successor Agency Board, Housing Corporation Board, and Montclair Housing Authority Commission meetings will be held on Tuesday, January 20, 2015, at 7:00 p.m. in the Council Chambers.

Reports, backup materials, and additional materials related to any item on this Agenda distributed to the City Council, Successor Agency Board, Montclair Housing Corporation Board, and Montclair Housing Authority Commission after distribution of the Agenda packet are available for public inspection in the Office of the City Clerk located at 5111 Benito Street, Montclair, California, between 7:00 a.m. and 6:00 p.m., Monday through Thursday.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Deputy City Clerk at (909) 625-9416. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II)

I, Andrea M. Phillips, Acting Deputy City Clerk, hereby certify that I posted, or caused to be posted, a copy of this Agenda not less than 72 hours prior to this meeting on the bulletin board adjacent to the north door of Montclair City Hall on December 23, 2014.

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 15-3060 CERTIFYING THERE ARE NO NONPROFIT AGENCIES READILY AVAILABLE TO PROVIDE SENIOR TRANSPORTATION SERVICES

DATE: January 5, 2015
SECTION: PUBLIC HEARINGS
ITEM NO.: A
FILE I.D.: HSV105
DEPT.: HUMAN SVCS.

REASON FOR CONSIDERATION: The Human Services Department has an opportunity to apply for Federal Transportation Administration (FTA) Section 5310 grant funding through the San Bernardino Associated Governments (SANBAG) to purchase a new bus for the Senior Center Program. To comply with requirements set by SANBAG, government applicants must certify there are no nonprofits readily available provide transportation to the elderly as proposed in the City of Montclair application. A copy of Resolution No. 15-3060 is attached for the City Council's review and consideration.

BACKGROUND: SANBAG, along with the Southern California Association of Governments, released a call for applications due on December 5, 2014, to enhance the mobility of seniors and individuals with disabilities. The Montclair Golden Express has been in service since 2001. The bus was replaced with a compressed natural gas-fueled vehicle in 2006 with funds from the South Coast Air Quality Management District. The bus needs to be replaced because maintenance and repair costs are increasing and required replacement parts are more difficult to locate.

The FTA Section 5310 application requires government agencies to certify there are no nonprofit agencies readily available to provide senior transportation services as proposed in the City of Montclair application. Notice related to this item was given 30 days in advance of the public hearing as required. All nonprofit transportation providers were notified of the proposed public hearing by certified mail, return receipt requested, pursuant to grant application requirements.

Proposed Resolution No. 15-3059 contains recommended certification as required by the FTA Section 5310 application.

FISCAL IMPACT: If the proposed grant funding is received to purchase a new regular fueled bus, it will offset the cost of the new bus and decrease maintenance and repair costs.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 15-3060 certifying there are no nonprofit agencies readily available to provide transportation to senior Montclair residents as proposed in the 5310 grant application.

Prepared by:

M. Richter

Reviewed and
Approved by:

[Signature]

Proofed by:

M. Richter

Presented by:

RESOLUTION NO. 15-3060

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR CERTIFYING THAT THERE ARE NO NONPROFIT AGENCIES READILY AVAILABLE TO PROVIDE SENIOR TRANSPORTATION SERVICES

WHEREAS, the San Bernardino Associated Governments (SANBAG) seeks to partner with the Southern California Association of Governments to administer the Federal Transit Administration Section 5310 grants through an administrative hybrid partnership with the California Department of Transportation (Caltrans). The purpose of the funding opportunity is to enhance mobility for seniors and individuals with disabilities; and

WHEREAS, SANBAG is acting on behalf of Caltrans and has sent out a call for projects; and

WHEREAS, applications are due to SANBAG before January 31, 2015; and

WHEREAS, project applications need to indicate whether there are no nonprofit agencies readily available to carry out the proposed service of senior transportation; and

WHEREAS, all nonprofit transportation providers identified by SANBAG and the local Consolidated Transportation Service Agency via the Coordinated Plan were notified, by "return receipt requested" certified mail, of the purpose, time, and date of the public hearing.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair hereby certifies that there are no nonprofit agencies readily available to provide senior transportation services in the City of Montclair.

APPROVED AND ADOPTED this XX day of XX, 2015.

Mayor

ATTEST:

Deputy City Clerk

I, Andrea M. Phillips, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 15-3060 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2015, and that it was adopted by the following vote, to-wit:

AYES: XX
NOES: XX
ABSTAIN: XX
ABSENT: XX

Andrea M. Phillips
Deputy City Clerk

AGENDA REPORT

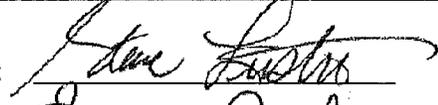
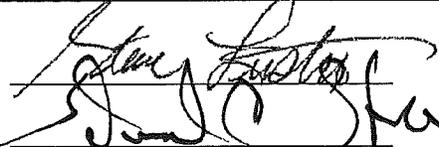
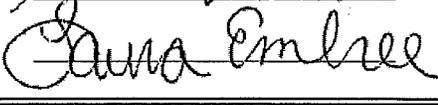
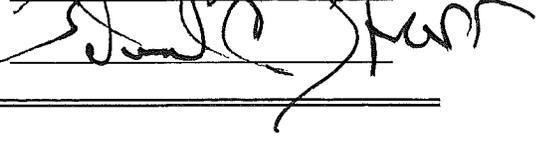
SUBJECT: CONSIDER SETTING A PUBLIC HEARING TO CONSIDER APPROVAL OF TENTATIVE TRACT MAP NO. 18986 FOR A FIVE-LOT RESIDENTIAL SUBDIVISION AT 11286 FREMONT AVENUE	DATE: January 5, 2015 SECTION: ADMIN. REPORTS ITEM NO.: 1 FILE I.D.: LDU350 DEPT.: COMMUNITY DEV.
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REASON FOR CONSIDERATION: Tentative maps require public hearing review and approval by the City Council.

BACKGROUND: Tentative Tract Map No. 18986, which has been recommended by the Planning Commission, was initiated by Fremont LLC in connection with its desire to subdivide an existing .78-acre parcel at 11286 Fremont Avenue for the purpose of constructing five single-family dwellings pursuant to the requirements and development standards of the "R-1(SL)" zoning district (Chapter 11.36 of the Montclair Municipal Code). The Planning Commission conducted a public hearing on the request on December 8, 2014. Two members of the public addressed the Planning Commission during the public hearing, and the single minor concern expressed was addressed through a modified condition of approval agreed upon by the developer.

FISCAL IMPACT: There would be no fiscal impact to the City's General Fund as a result of the City Council's approval of the subject Tentative Tract Map.

RECOMMENDATION: The Planning Commission and staff recommend the City Council set a public hearing for Tuesday, January 20, 2015, at 7:00 p.m. in the City Council Chambers to consider approval of Tentative Tract Map No. 18986 for a five-lot residential subdivision at 11286 Fremont Avenue.

Prepared by: 	Reviewed and Approved by: 
Proofed by: 	Presented by: 

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF FISCAL
YEAR 2014-15 SCHEDULE OF
RECOMMENDATIONS FOR
COMMUNITY BENEFITS FUNDING

DATE: January 5, 2015

SECTION: ADMIN. REPORTS

ITEM NO.: 2

FILE I.D.: CAC080

DEPT.: HUMAN SERVICES

REASON FOR CONSIDERATION: The Human Services Department presents the City Council each year with a list of Community Action Committee (CAC) organizations that are recommended to receive a portion of funds appropriated in the Community Benefits Account. The City Council is requested to consider the CAC organization requests listed on the Fiscal Year 2014-15 Community Benefits Assistance Program Agency Funding Requests at the end of this report and consider approval of the funding recommendations.

BACKGROUND: The City Council established an annual policy of appropriating funds to social service agencies that provide special services to Montclair residents. At the direction of the City Council, the CAC conducts a public hearing each year to provide CAC members with the following opportunities:

- Become acquainted with the requesting organizations and their programs of service.
- Inquire about requesting agencies' operating budgets and revenue sources in order to evaluate their financial needs.
- Determine the appropriate use of funds that may have been previously allocated by the City to requesting agencies.

The CAC heard presentations at its regular meeting on Wednesday, November 5, 2014, from eight organizations related to their requests for community benefits assistance, which are summarized below:

1. *Foothill Family Shelter.* The Foothill Family Shelter provides services for at-risk homeless individuals and families. The funds received would be used for the 120-day Stepping Stones Program that provides shelter, food, and clothing for at-risk homeless families in Montclair and surrounding communities. Foothill Family Shelter provided 120-day transitional housing for 24 homeless and low-income families during 2013, 10 percent of whom were Montclair residents.

Prepared by:

M. Richter

Reviewed and
Approved by:

Proofed by:

M. Richter

Presented by:

[Handwritten Signature]

2. *House of Ruth.* The House of Ruth provides shelter and support services for Montclair women and their children who are victims of physical abuse including emergency shelter, children's programs, counseling for women and children, legal and social services advocacy, job counseling, housing advocacy, case management, information and referral, and community education. During 2013, the House of Ruth gave direct services to 46 Montclair families of battered women and their children, provided hotline crisis intervention for 50 Montclair residents, and presented domestic violence-prevention education to 1,897 Montclair students.
3. *Incredible Edible Community Garden.* This organization provides opportunities to grow fresh organic produce in noncontiguous urban growing spaces so communities have access to fresh and healthy produce at no cost. The funds received in 2013 helped fund weather-resistant signage for each fruit tree in the Montclair Community Fruit Park. The funds received this year will help support the Montclair Community Garden.
4. *Montclair Community Collaborative (MCC).* The MCC was founded in 1996 to coordinate services for struggling children and families in crisis. The goal of MCC's Case Management Program is to help families access food, shelter, education, health-care, and transportation. In 2013, the MCC Case Management Program provided 775 families/individuals with these services.
5. *Montclair Meals on Wheels.* Services include the home delivery of lunches to Montclair residents who are unable to shop for themselves or prepare their own meals. This year, volunteers delivered 3,300 meals to Montclair residents. The Meals on Wheels Program is charged \$3.60 per meal, and the cost to the recipient is also \$3.60. The funds received would pay for the fixed costs, such as insurance and mileage fees, needed to support the program volunteers who deliver the meals.
6. *Pomona Valley Workshop (PVW).* Pomona Valley Workshop provides vocational and social opportunities for adults with developmental/physical disabilities, improving their quality of life. Funding would be used to assist in purchasing a Yard Crew Equipment Trailer, Conveyor Toaster, and French Fry Warmer for a Work Activity Program that allows PVW to provide contract workers to local business vendors at a reduced cost, thereby employing our disabled workforce while also benefiting our local business economy.
7. *Project Sister.* Services are provided to survivors of sexual assault and include the following: a 24-hour hotline, information and referral, advocacy and accompaniment, individual counseling and support groups, community education, teen programs, child-abuse prevention, and self-defense instruction. Funding would be used to provide violence prevention services to 150 Montclair residents during Fiscal Year 2014-15.
8. *Visiting Nurse Association and Hospice (VNA) and Inland Hospice Volunteers (IHV).* The VNA/IHV provides home health-care and hospice services in our community. Funding will allow the VNA/IHV to provide free respite care to 25 Montclair residents who are full-time caregivers of ill and dependent family members through the Take the Afternoon Off Program.

FISCAL IMPACT: The City Council authorized spending \$10,000 on community benefits assistance during Fiscal Year 2014-15. Funding levels for each eligible agency are based on the following factors:

- Level of service to the Montclair community
- Level of service need in the community
- Amount of each request
- Previous year's allocation
- Available funds

RECOMMENDATION: Staff recommends the City Council approve the following Fiscal Year 2014-15 schedule of recommendations for community benefits funding:

FISCAL YEAR 2014-15
COMMUNITY BENEFITS ASSISTANCE PROGRAM
AGENCY FUNDING REQUESTS

<i>Requesting Agencies</i>	<i>FY 2014-15 Funding Requests</i>	<i>FY 2014-15 Recommen- dations</i>
(1) Foothill Family Shelter	\$ 2,000	\$ 1,500
(2) House of Ruth	1,500	1,000
(3) Incredible Edible Community Garden	5,000	1,500
(4) Montclair Community Collaborative	1,000	1,000
(5) Montclair Meals on Wheels	1,500	1,500
(6) Pomona Valley Workshop	3,371	1,500
(7) Project Sister	1,500	1,000
(8) Visiting Nurse Association/Inland Hospice	<u>\$ 7,500</u>	<u>\$ 1,000</u>
TOTALS	<u>\$23,371</u>	<u>\$10,000</u>

AGENDA REPORT

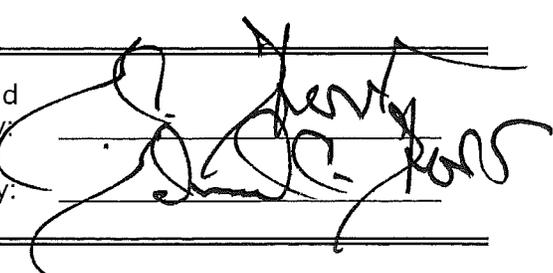
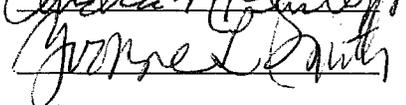
SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION **DATE:** January 5, 2015
SECTION: ADMIN. REPORTS
ITEM NO.: 3
FILE I.D.: FIN540
DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of the Warrant Register and Payroll Documentation.

BACKGROUND: Mayor Pro Tem Raft has examined the Warrant Register dated January 5, 2015, and Payroll Documentation dated December 14, 2014, and recommends their approval.

FISCAL IMPACT: The Warrant Register dated January 5, 2015, totals \$1,126,202.07. The Payroll Documentation dated December 14, 2014, totals \$686,578.27 gross, with \$512,607.92 net being the total cash disbursement.

COMMENDATION: Staff recommends the City Council approve the above referenced Warrant Register and Payroll Documentation.

Prepared by:  Reviewed and Approved by: 
Proofed by:  Presented by: 

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 15-01 WITH MONTCLAIR GOLDEN GIRLS SOFTBALL LEAGUE; AGREEMENT NOS. 15-02 and 15-03 WITH MONTCLAIR LITTLE LEAGUE; AND AGREEMENT NOS. 15-04, 15-05, AND 15-06 WITH ALL CITIES YOUTH BASEBALL FOR USE OF BALL FIELD FACILITIES	DATE: January 5, 2015 SECTION: AGREEMENTS ITEM NO.: 1 FILE I.D.: ATH020/215/218 DEPT.: HUMAN SVCS.
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REASON FOR CONSIDERATION: The City Council is requested to consider approval of agreements with the Montclair Golden Girls Softball League, Montclair Little League, and All Cities Youth Baseball for their use of ball field facilities for their spring/summer sports activities. Copies of proposed Agreement Nos. 15-01, 15-02, 15-03, 15-04, 15-05, and 15-06 are attached for the City Council's review and consideration.

BACKGROUND: Pursuant to Agreement No. 15-01, Golden Girls Softball League would use the fields at Vernon Park for its softball activities on weekdays and Saturdays. Pursuant to Agreement Nos. 15-02 and 15-03, Montclair Little League would use the northwest field at Kingsley Park on Tuesdays, Wednesdays, Thursdays, and Saturdays, and the two southern and two northern fields at Saratoga Park on Mondays, Tuesdays, Wednesdays, Thursdays, and Saturdays for its baseball activities. Pursuant to Agreement Nos. 15-04, 15-05, and 15-06, All Cities Youth Baseball would use Essex Park weekdays and Saturdays, the northwest field at Kingsley Park on Mondays and Fridays, and the two southern and two northern fields at Saratoga Park only on Fridays for its baseball activities. Sunday field use by all leagues is not permitted.

The Golden Girls Softball League, Montclair Little League, and All Cities Youth Baseball have each requested the use of lights for activities that may be conducted after dark. The cost of electrical services associated with such lighting would be divided equally between the requesting league and the City of Montclair at the rate of \$20 per hour, per field, for such use.

The terms of proposed Agreement Nos. 15-01, 15-02, 15-03, 15-04, 15-05, and 15-06 with the respective Golden Girls Softball League, Montclair Little League, and All Cities Youth Baseball are January 5, 2015, through August 31, 2015.

FISCAL IMPACT: A total of approximately \$200,000 (\$50,000 per park) in maintenance, lighting, and upkeep costs is associated with the leagues' use of the subject parks.

RECOMMENDATION: Staff recommends the City Council approve Agreement Nos. 15-01 with Montclair Golden Girls Softball League, Agreement Nos. 15-02 and 15-03 with Montclair Little League, and Agreement Nos. 15-04, 15-05, and 15-06 with All Cities Youth Baseball for use of ball field facilities.

Prepared by: <u><i>M. Richter</i></u>	Reviewed and Approved by: <u><i>[Signature]</i></u>
Proofed by: <u><i>M. Richter</i></u>	Presented by: <u><i>[Signature]</i></u>

**AGREEMENT NO. 15-01
WITH MONTCLAIR GOLDEN GIRLS SOFTBALL LEAGUE
FOR USE OF VERNON PARK**

THIS AGREEMENT is made and entered into by and between the City of Montclair, hereinafter called "CITY," and Montclair Golden Girls Softball League hereinafter called "LEAGUE."

WITNESSETH:

WHEREAS, CITY presently has softball fields (the east and west fields) generally located at the southeast corner of the Vernon Junior High School complex, south of the corner of Benson Avenue and San Bernardino Street, Montclair, California; and

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises LEAGUE desires to use for girls softball activities at such times and hours set forth in Section 1(x). The term of this Agreement is for January 5, 2015, through August 31, 2015.

SECTION 1: LEAGUE hereby agrees as follows:

- a. Not to use the premises for any other purpose, except as above indicated.
- b. Not to permit practice sessions in the southeast quadrant of the field; to provide specific written notice to each coach and, in turn, obtain written confirmation from each coach.
- c. Not to sublet the field.
- d. Not to make any improvements or alterations on said premises.
- e. Not to charge for parking of vehicles in the parking lots located within CITY facilities and not to park in the fields or walkways.
- f. Not to erect any barriers or fences of any kind unless approved by CITY.
- g. Not to use herbicides at the park for any purpose.
- h. Not to disconnect or make changes to existing phone line account
- i. To provide the CITY with a written list of all items to be stored in park buildings. No items should be stored in rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to LEAGUE. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of LEAGUE.
- j. To maintain rest room facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use and pick up all

paper, trash, and other debris that may have accumulated, and leave the premises in a condition acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not maintained as stated a contracted cleaning agency will be hired by the CITY and the LEAGUE will be responsible for all fees related to the service.

- k. To maintain all equipment and appliances within the snack bar and snack bar building at all times. To clean all sinks, countertops and utensils after each day's use and leave the snackbar in a condition acceptable to CITY. The snackbar area should not be used for storage of any materials not pertaining to food items.
- l. To ensure when a barbecue is used, it is set up a minimum of ten feet away from any structure and LEAGUE must provide one fire extinguisher for each barbecue being used. LEAGUE must also ensure that a drip pan be used and ensure barbecue has completely cooled down before returning to storage in any CITY structure.
- m. To deposit with the CITY representative the sum of Two Hundred Dollars (\$200) as a refundable cleaning deposit to ensure the proper care and cleanup of the snack bar and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and LEAGUE representatives to ensure that all areas and CITY-owned equipment have been properly cared for and cleaned up. All non-CITY-owned equipment, with exception of refrigerators, freezers, and ice machines, shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by LEAGUE shall be cleaned out, doors left open, and electrical turned off. Any food items left in the refrigerators and/or freezers will be discarded by the CITY.
- n. To conform to all safety and health regulations and maintain all CITY-installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.
- o. To be responsible for all costs as a result of lost or stolen keys.
- p. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- q. LEAGUE agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property including for graffiti removal on buildings within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429 and report vandalism immediately to the Public Works Superintendent at 625-9466. LEAGUE will not attempt to remove Graffiti or make repairs to building. LEAGUE shall furnish and supply personnel to conduct and supervise LEAGUE activities on the premises.

- r. If LEAGUE elects to use lights for activities conducted after dark, LEAGUE agrees to divide the cost of electrical services associated with such lighting equally with CITY at the rate of Twenty Dollars (\$20) per hour, per field; and LEAGUE will remit prompt payment to CITY upon receipt of monthly invoice.
- s. To provide the CITY representative with a list of the Board of Directors, including names, addresses, and telephone numbers.
- t. To provide CITY with participant rosters, practice and game schedules.
- u. To provide CITY with financial statements upon request for audit purposes.
- v. To designate one individual as the LEAGUE's representative to work with the CITY's representative.
- w. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency, of which LEAGUE had knowledge.
- x. It is agreed that LEAGUE may use said baseball fields from January 5, 2015, through August 31, 2015, Mondays through Fridays generally commencing at 4:00 p.m. and Saturdays generally commencing at 8:00 a.m. No activities will be conducted past 9:45 p.m.
- y. PUBLIC LIABILITY AND PROPERTY DAMAGE: Throughout the term of this Agreement, at LEAGUE's sole cost and expense, LEAGUE shall keep, or cause to be kept, in full force and effect for the mutual benefit of CITY and LEAGUE comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and non contributing with any insurance that may be carried by CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days' notice, in writing by the insurer to CITY by certified mail. LEAGUE shall furnish CITY with copies of such policies promptly upon receipt of them or certificate(s) evidencing the insurance.
- z. INDEMNIFICATION: LEAGUE shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property including the payment by LEAGUE of any and all legal costs and attorneys'

fees in any manner arising out of any negligent or intentional or willful acts or omissions of the LEAGUE in the activities, use, or occupancy of the PREMISES including, but not limited to, all consequential damages, to the maximum extent permitted by law.

- aa. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the LEAGUE, unless such person is otherwise regularly employed by and conducting official business of CITY.
- bb. To conduct all operations in compliance with the Americans with Disabilities Act.
- cc. LEAGUE shall provide CITY with at least two (2) weeks' notice for room reservations for use of CITY facilities for LEAGUE meetings.
- dd. LEAGUE may place banners up on weekdays and Saturdays, but they must be removed by the close of Saturday each week. Banners are not allowed to stay up on Sundays. Banners must be no greater than 3'X 5'. Banners will be attached to outfield chain link fence using clip on rings. Banner clearance from turf is a minimum of 2". The City will determine if a banner is past its useful life due to sun fade, rips, graffiti, etc. and will notify LEAGUE of said issue. LEAGUE will have 24 hours to remove said banner. The CITY has the right to remove and dispose of any banner that is not displayed following the above mentioned procedures.

SECTION 2: CITY hereby agrees as follows:

- a. To maintain the periphery of the premises, including shrubs and trees, and mow all grass on a year-round basis.
- b. To pay for all water used on premises.
- c. To have full control over watering the entire premises. LEAGUE shall not adjust or readjust or otherwise change the sprinkler system or water control facilities.
- d. To provide emergency call-out telephone numbers for use by LEAGUE. A Contact List containing the emergency telephone numbers is attached.
- e. To invoice LEAGUE monthly for the costs of separately metered field lighting related to use prior to regular season play.
- f. To refund, at the end of the agreement period and upon approval of the Director, LEAGUE's cleaning deposit.
- g. To designate a CITY representative to work with LEAGUE on all non-maintenance issues relating to the use of CITY facilities.

NOW, THEREFORE, if any terms of this Agreement are not complied with, the Agreement will become null and void and the LEAGUE will be refused use of CITY facilities.

APPROVED AND ADOPTED this _____ day of _____, 2015.

LEAGUE:

CITY:

GOLDEN GIRLS SOFTBALL

CITY OF MONTCLAIR

President

Paul M. Eaton
Mayor

Secretary

ATTEST:

Andrea M. Phillips
Deputy City Clerk

CITY OF MONTCLAIR - CONTACT LIST FOR SPORTS LEAGUES

JANUARY 2015

<i>After Hours Emergency - Call Montclair PD</i>	<i>Montclair Police Dept.</i>	<i>Contact</i>	<i>(909) 621-4771</i>
Sports League Administration	Sports League Liaison	Fernando Saltos	(909) 625-9496 work
Building Maintenance	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443 work (909) 721-1744 cell
Ground Maintenance	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443 work (909) 721-1744 cell
Graffiti Removal	Graffiti Abatement Hotline		(909) 625-9429
Vandalism	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443 work (909) 721-1744 cell
Secondary Contact for Mike McGehee	Public Works Superintendent	Xavier Mendez	(909) 625-9467 work

**AGREEMENT NO. 15-02
WITH MONTCLAIR LITTLE LEAGUE
FOR USE OF KINGSLEY PARK**

THIS AGREEMENT is made and entered into by and between the City of Montclair, hereinafter called "CITY," and Montclair Little League, hereinafter called "LEAGUE." This Agreement is contingent upon the LEAGUE fulfilling its prior contract's financial obligations and paying any and all outstanding invoices owed to the CITY. Use of any and all facilities listed herein may not be used until all fees have been paid.

WITNESSETH:

WHEREAS, CITY presently has a baseball field generally located at the northwest end of Kingsley Elementary School at Benson Avenue and Kingsley Street, Montclair, California, and

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises LEAGUE desires to use for Junior/Senior Little League baseball activities at such times and hours set forth in Section 1(y). The term of this Agreement is for January 5, 2015, through August 31, 2015.

SECTION 1: LEAGUE hereby agrees as follows:

- a. Not to use the premises for any other purpose, except as above indicated.
- b. Not to sublet the field.
- c. Not to make any improvements or alterations on said premises.
- d. Not to charge for parking of vehicles in the parking lots located within CITY facilities and not to park in the fields or walkways.
- e. Not to erect any barriers or fences of any kind unless approved by CITY.
- f. Not to use herbicides at the park for any purpose.
- g. Not to disconnect or make changes to existing phone line account.
- h. Not to allow hitting balls into the chain link fences for batting practice.
- i. To provide the CITY with a written list of all items to be stored in park buildings. No items should be stored in rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to LEAGUE. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of LEAGUE.
- j. To maintain rest room facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use and pick up all

paper, trash, and other debris that may have accumulated, and leave the premises in a condition acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not maintained as stated a contracted cleaning agency will be hired by the CITY and the LEAGUE will be responsible for all fees related to the service.

- k. To maintain all equipment and appliances within the snack bar and snack bar building at all times. To clean all sinks, countertops and utensils after each day's use and leave the snackbar in a condition acceptable to CITY. The snackbar area should not be used for storage of any materials not pertaining to food items.
- l. To ensure when a barbecue is used, it is set up a minimum of ten feet away from any structure and LEAGUE must provide one fire extinguisher for each barbecue being used. LEAGUE must also ensure that a drip pan be used and ensure barbecue has completely cooled down before returning to storage in any CITY structure.
- m. To deposit, with the CITY representative, the sum of Two Hundred Dollars (\$200) as a refundable cleaning deposit to ensure the proper care and cleanup of the snack bar, meeting areas, towers, and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and LEAGUE representatives to ensure that all areas and CITY-owned equipment have been properly cared for and cleaned up. All non-CITY-owned equipment, with exception of refrigerators, freezers, and ice machines, shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by LEAGUE shall be cleaned out, doors left open, and electrical turned off. Any food items left in the refrigerators and/or freezers will be discarded by the CITY. Ice machines owned by CITY shall be cleaned out, serviced, and maintained by CITY.
- n. To conform to all safety and health regulations and maintain all CITY-installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.
- o. To be responsible for the payment of an alarm fee at the rate of Twenty-five Dollars (\$25) per month and to remit prompt payment to CITY upon receipt of monthly invoice.
- p. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- q. LEAGUE agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property including for graffiti removal on buildings within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429 and report vandalism immediately to the Public Works

Superintendent at 625-9466. LEAGUE will not attempt to remove Graffiti or make repairs to building. LEAGUE shall furnish and supply personnel to conduct and supervise LEAGUE activities on the premises.

- r. If LEAGUE elects to use lights for activities conducted after dark, LEAGUE agrees to divide the cost of electrical services associated with such lighting equally with CITY at the rate of Twenty Dollars (\$20) per hour, per field; and LEAGUE will remit prompt payment to CITY upon receipt of monthly invoice.
- s. To deposit, with the CITY representative, the sum of Five Hundred Dollars (\$500) as a security deposit, to ensure the proper and prompt payment of alarm fees, electrical services for elected use of lights, or any incurred damages to facilities associated with the LEAGUE. In the event all invoices or potential damages are paid by the end of this Agreement term, the deposit will be refunded.
- t. To provide the CITY representative with a list of the Board of Directors including names, addresses, and telephone numbers.
- u. To provide CITY with participant rosters, practice and game schedules.
- v. To provide CITY with financial statements upon request for audit purposes.
- w. To designate one individual as the LEAGUE's representative to work with the CITY's representative.
- x. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency of which LEAGUE had knowledge.
- y. It is agreed that LEAGUE may use said baseball fields from January 5, 2015, through August 31, 2015, Tuesdays through Thursdays generally commencing at 4:00 p.m. and Saturdays generally commencing at 8:00 a.m. No activities will be conducted past 9:45 p.m.
- z. PUBLIC LIABILITY AND PROPERTY DAMAGE: Throughout the term of this Agreement, at LEAGUE's sole cost and expense, LEAGUE shall keep, or cause to be kept in full force and effect for the mutual benefit of CITY and LEAGUE comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected

officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days' notice in writing by the insurer to CITY by certified mail. LEAGUE shall furnish CITY with copies of such policies promptly upon receipt of them, or certificate(s) evidencing the insurance.

- aa. INDEMNIFICATION: LEAGUE shall defend, indemnify, and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property including the payment by LEAGUE of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the LEAGUE in the activities, use, or occupancy of the PREMISES including, but not limited to, all consequential damages to the maximum extent permitted by law.
- bb. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the LEAGUE, unless such person is otherwise regularly employed by and conducting official business of CITY.
- cc. To conduct all operations in compliance with the Americans with Disabilities Act.
- dd. LEAGUE shall provide CITY with at least two (2) weeks' notice for room reservations for use of CITY facilities for LEAGUE meetings.
- ee. LEAGUE may place banners up on weekdays and Saturdays, but they must be removed by the close of Saturday each week. Banners are not allowed to stay up on Sundays. Banners must be no greater than 3'X 5'. Banners will be attached to outfield chain link fence using clip on rings. Banner clearance from turf is a minimum of 2". The City will determine if a banner is past its useful life due to sun fade, rips, graffiti, etc. and will notify LEAGUE of said issue. LEAGUE will have 24 hours to remove said banner. The CITY has the right to remove and dispose of any banner that is not displayed following the above mentioned procedures.

SECTION 2: CITY hereby agrees as follows:

- a. To maintain the periphery of the premises, including shrubs and trees, and mow all grass on a year-round basis.
- b. To pay for all water used on premises.
- c. To have full control over watering the entire premises. LEAGUE shall not adjust or readjust or otherwise change the sprinkler system or water control facilities.
- d. To provide emergency call-out telephone numbers for use by LEAGUE. A Contact List containing the emergency telephone numbers is attached.

- e. To provide to LEAGUE, inventory list of equipment in snack bar and meeting areas; to provide inspection of those areas and equipment at the end of the agreement period.
- f. To invoice LEAGUE monthly for the costs of separately metered field lighting related to use prior to regular season play.
- g. To refund, at the end of the agreement period and upon approval of the Director of Human Services, LEAGUE's cleaning deposit.
- h. To designate a CITY representative to work with LEAGUE on all nonmaintenance issues relating to the use of CITY facilities.

NOW, THEREFORE, if any terms of this Agreement are not complied with, the Agreement will become null and void and the LEAGUE will be refused use of CITY facilities.

APPROVED AND ADOPTED this _____ day of _____, 2015.

LEAGUE:

CITY:

MONTCLAIR LITTLE LEAGUE

CITY OF MONTCLAIR

President

Paul M. Eaton
Mayor

Secretary

ATTEST:

Andrea M. Phillips
Deputy City Clerk

CITY OF MONTCLAIR – CONTACT LIST FOR SPORTS LEAGUES

JANUARY 2015

<i>After Hours Emergency - Call Montclair PD</i>	<i>Montclair Police Dept.</i>	<i>Contact</i>	<i>(909) 621-4771</i>
Sports League Administration	Sports League Liaison	Fernando Saltos	(909) 625-9496 work
Building Maintenance	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443 work (909) 721-1744 cell
Ground Maintenance	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443 work (909) 721-1744 cell
Graffiti Removal	Graffiti Abatement Hotline		(909) 625-9429
Vandalism	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443 work (909) 721-1744 cell
Secondary Contact for Mike McGehee	Public Works Superintendent	Xavier Mendez	(909) 625-9467 work

**AGREEMENT NO. 15-03
WITH MONTCLAIR LITTLE LEAGUE
FOR USE OF SARATOGA PARK**

THIS AGREEMENT is made and entered into by and between the City of Montclair, hereinafter called "CITY," and Montclair Little League, hereinafter called "LEAGUE." This Agreement is contingent upon the LEAGUE fulfilling its prior contract's financial obligations and paying any and all outstanding invoices owed to the CITY. Use of any and all facilities listed herein may not be used until all fees have been paid.

WITNESSETH:

WHEREAS, CITY presently has baseball fields (two northern and two southern fields) generally located at the southwest corner of Vernon Avenue and Kingsley Street, Montclair, California, and

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises LEAGUE desires to use for Little League baseball (including the Challenger Division for children with disabilities) activities at such times and hours set forth in Section 1(aa). The term of this Agreement is for January 5, 2015, through August 31, 2015.

SECTION 1: LEAGUE hereby agrees as follows:

- a. Not to use the premises for any other purpose, except as above indicated.
- b. Not to sublet the field.
- c. Not to make any improvements or alterations on said premises.
- d. Not to charge for parking of vehicles in the parking lots located within CITY facilities and not to park in the fields or walkways.
- e. Not to erect any barriers or fences of any kind unless approved by CITY.
- f. Not to use herbicides at the park for any purpose.
- g. Not to disconnect or make changes to existing phone line account.
- h. Not to allow hitting balls into the chain link fences for batting practice.
- i. To provide the CITY with a written list of all items to be stored in park buildings. No items should be stored in rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to LEAGUE. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of LEAGUE.
- j. To provide a special parking area for participants in the Challenger Division, at the times of their games, by cordoning off the southeast

portion of the parking lot; to provide the equipment and personnel needed to set up the special parking area; to see that all equipment is removed and properly stored after each use; to provide personnel to monitor the cordoned off area during its use.

- k. To maintain rest room facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not maintained as stated a contracted cleaning agency will be hired by the CITY and the LEAGUE will be responsible for all fees related to the service.
- l. To maintain all equipment and appliances within the snack bar and snack bar building at all times. To clean all sinks, countertops and utensils after each day's use and leave the snackbar in a condition acceptable to CITY. The snackbar area should not be used for storage of any materials not pertaining to food items.
- m. To maintain Meeting Room located on the second floor by emptying trash and vacuuming carpet from facility after each day's use in a condition acceptable to CITY. This room is not to be used for storage (*e.g.* field equipment and baseball equipment). Storage for baseball equipment is located in the facility on the southern section of baseball fields.
- n. To ensure when a barbecue is used, it is set up a minimum of ten feet away from any structure and LEAGUE must provide one fire extinguisher for each barbecue being used. LEAGUE must also ensure that a drip pan be used and ensure barbecue has completely cooled down before returning to storage in any CITY structure.
- o. To deposit, with the CITY representative, the sum of Three Hundred Dollars (\$300) as a refundable cleaning deposit to ensure the proper care and cleanup of the snack bar, meeting areas, towers, and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and LEAGUE representatives to ensure that all areas and CITY-owned equipment have been properly cared for and cleaned up. All non-CITY-owned equipment, with exception of refrigerators, freezers, and ice machines shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by LEAGUE shall be cleaned out, doors left open, and electrical turned off. Any food items left in the refrigerators and/or freezers will be discarded by the CITY. Ice machines owned by CITY shall be cleaned out, serviced, and maintained by CITY.
- p. To conform to all safety and health regulations and maintain all CITY installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.

- q. To be responsible for the payment of an alarm fee at the rate of Twenty-Five Dollars (\$25) per month, to remit prompt payment to CITY upon receipt of monthly invoice.
- r. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- s. LEAGUE agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property including for graffiti removal on buildings within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429 and report vandalism immediately to the Public Works Superintendent at 625-9466. LEAGUE will not attempt to remove Graffiti or make repairs to building. LEAGUE shall furnish and supply personnel to conduct and supervise LEAGUE activities on the premises.
- t. If LEAGUE elects to use lights for activities conducted after dark, LEAGUE agrees to divide the cost of electrical services associated with such lighting equally with CITY at the rate of Twenty Dollars (\$20) per hour, per field; and LEAGUE will remit prompt payment to CITY upon receipt of monthly invoice.
- u. To deposit, with the CITY representative, the sum of Five Hundred Dollars (\$500) as a security deposit, to ensure the proper and prompt payment of alarm fees, electrical services for elected use of lights, or any incurred damages to facilities associated with the LEAGUE. In the event all invoices or potential damages are paid by the end of this Agreement term, the deposit will be refunded.
- v. To provide the CITY representative with a list of the Board of Directors, including names, addresses, and telephone numbers.
- w. To provide CITY with participant rosters, practice and game schedules.
- x. To provide CITY with financial statements upon request for audit purposes.
- y. To designate one individual as the LEAGUE's representative to work with the CITY's representative.
- z. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency, of which LEAGUE had knowledge.
- aa. It is agreed that LEAGUE may use said baseball fields from January 5, 2015, through August 31, 2015, Mondays through Thursdays generally commencing at 4:00 p.m. and Saturdays, generally commencing at 8:00 a.m. No activities will be conducted past 9:45 p.m.

- bb. PUBLIC LIABILITY AND PROPERTY DAMAGE: Throughout the term of this Agreement, at LEAGUE's sole cost and expense, LEAGUE shall keep, or cause to be kept, in full force and effect, for the mutual benefit of CITY and LEAGUE, comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence, and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and non contributing with any insurance that may be carried by CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days' notice, in writing, by the insurer to CITY by certified mail. LEAGUE shall furnish CITY with copies of such policies promptly upon receipt of them or certificate(s) evidencing the insurance.
- cc. INDEMNIFICATION: LEAGUE shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property including the payment by LEAGUE of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the LEAGUE in the activities, use, or occupancy of the PREMISES including, but not limited to, all consequential damages to the maximum extent permitted by law.
- dd. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the LEAGUE, unless such person is otherwise regularly employed by and conducting official business of CITY.
- ee. To conduct all operations in compliance with the Americans with Disabilities Act.
- ff. LEAGUE shall provide CITY with at least two (2) weeks' notice for room reservations for use of CITY facilities for LEAGUE meetings.
- gg. LEAGUE may place banners up on weekdays and Saturdays, but they must be removed by the close of Saturday each week. Banners are not allowed to stay up on Sundays. Banners must be no greater than 3 feet by 5 feet. Banners will be attached to outfield chain link fence using clip on rings. Banner clearance from turf is a minimum of 2 inches. The City will determine if a banner is past its useful life due to sun fade, rips, graffiti, etc., and will notify LEAGUE of said issue. LEAGUE will have 24 hours to remove said banner. The CITY has the right to remove and dispose of any banner that is not displayed following the above mentioned procedures.

SECTION 2: CITY hereby agrees as follows:

- a. To maintain the periphery of the premises, including shrubs and trees, and mow all grass on a year-round basis.
- b. To pay for all water used on premises.
- c. To have full control over watering the entire premises. LEAGUE shall not adjust or readjust or otherwise change the sprinkler system or water control facilities.
- d. To provide emergency call-out telephone numbers for use by LEAGUE. A Contact List containing the emergency telephone numbers is attached.
- e. To provide to LEAGUE, inventory list of equipment in snack bar and meeting areas; to provide inspection of those areas and equipment at the end of the agreement period.
- f. To invoice LEAGUE monthly for the costs of separately metered field lighting.
- g. To refund, at the end of the agreement period and upon approval of the Director of Human Services, LEAGUE's cleaning deposit.
- h. To designate a CITY representative to work with LEAGUE on all nonmaintenance issues relating to the use of CITY facilities.

NOW, THEREFORE, if any terms of this Agreement are not complied with, the Agreement will become null and void and the LEAGUE will be refused use of CITY facilities.

APPROVED AND ADOPTED this _____ day of _____, 2015.

LEAGUE:

MONTCLAIR LITTLE LEAGUE

CITY:

CITY OF MONTCLAIR

President

Paul M. Eaton
Mayor

Secretary

ATTEST:

Andrea M. Phillips
Deputy City Clerk

CITY OF MONTCLAIR – CONTACT LIST FOR SPORTS LEAGUES

JANUARY 2015

<i>After Hours Emergency - Call Montclair PD</i>	<i>Montclair Police Dept.</i>	<i>Contact</i>	<i>(909) 621-4771</i>
Sports League Administration	Sports League Liaison	Fernando Saltos	(909) 625-9496 work
Building Maintenance	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443 work (909) 721-1744 cell
Ground Maintenance	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443 work (909) 721-1744 cell
Graffiti Removal	Graffiti Abatement Hotline		(909) 625-9429
Vandalism	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443 work (909) 721-1744 cell
Secondary Contact for Mike McGehee	Public Works Superintendent	Xavier Mendez	(909) 625-9467 work

**AGREEMENT NO. 15-04
WITH ALL CITIES YOUTH BASEBALL
FOR USE OF ESSEX PARK**

THIS AGREEMENT is made and entered into by and between the City of Montclair, hereinafter called "CITY," and All Cities Youth Baseball (ACYB), hereinafter called "ACYB."

WITNESSETH:

WHEREAS, CITY presently has a baseball field generally located at the southwest corner of Howard Street and Essex Avenue, adjacent to and directly east of Ramona Elementary School, Montclair, California, and

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises ACYB desires to use for Youth Baseball activities at such times and hours set forth in Section 1(w). The term of this Agreement is for January 5, 2015, through August 31, 2015.

SECTION 1: ACYB, a 501c(3), hereby agrees as follows:

- a. Not to use the premises for any other purpose, except as above indicated.
- b. Not to sublet the field.
- c. Not to make any improvements or alterations on said premises.
- d. Not to charge for parking of vehicles in the parking lots located within CITY facilities.
- e. Not to erect any barriers or fences of any kind unless approved by CITY.
- f. Not to use herbicides at the park for any purpose.
- g. Not to disconnect or make changes to existing phone line account.
- h. Not to allow hitting balls into the chain-link fences for batting practice.
- i. To provide the CITY with a written list of all items to be stored in park buildings. No items should be stored in rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to ACYB. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of ACYB.
- j. To maintain the rest room facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not maintained as stated a contracted cleaning agency will be hired by the CITY and ACYB will be responsible for all fees related to the service.

- k. To maintain all equipment and appliances within the snack bar and snack bar building at all times. To clean all sinks countertops and utensils after each day's use and leave the snack bar in a condition acceptable to CITY. The snack bar area should not be used for storage of any materials not pertaining to food items
- l. To ensure when a barbecue is used, it is set up a minimum of ten feet away from any structure and LEAGUE must provide one fire extinguisher for each barbecue being used. LEAGUE must also ensure that a drip pan be used and ensure barbecue has completely cooled down before returning to storage in any CITY structure.
- m. To deposit with the CITY representative the sum of Three Hundred Dollars (\$300) as a refundable cleaning deposit to ensure the proper care and cleanup of the snack bar, meeting areas, towers, and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and ACYB representatives to ensure that all areas and CITY-owned equipment have been properly cared for and cleaned up. All non-CITY-owned equipment, with exception of refrigerators, freezers, and ice machines shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by ACYB shall be cleaned out, doors left open, and electrical turned off. Any food items left in the refrigerators and/or freezers will be discarded by the CITY. Ice machines owned by CITY shall be cleaned out, serviced, and maintained by CITY.
- n. To conform to all safety and health regulations and maintain all CITY-installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.
- o. To be responsible for all costs as a result of lost or stolen keys.
- p. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- q. ACYB agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property including for graffiti removal on buildings within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429 and report vandalism immediately to the Public Works Superintendent at 625-9466. ACYB will not attempt to remove Graffiti or make repairs to building. ACYB shall furnish and supply personnel to conduct and supervise ACYB activities on the premises.
- r. To provide the CITY representative with a list of the Board of Directors including names, addresses, and telephone numbers.
- s. To provide CITY with participant rosters, practice and game schedules.
- t. To provide CITY with financial statements upon request for audit purposes.

- u. To designate one individual as the ACYB's representative to work with the CITY's representative.
- v. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency of which ACYB had knowledge.
- w. It is agreed that ACYB may use said baseball fields from January 5, 2015, through August 31, 2015, Mondays through Fridays generally commencing at 4:00 p.m. and Saturdays generally commencing at 8:00 a.m. No activities will be conducted past daylight hours.
- x. PUBLIC LIABILITY AND PROPERTY DAMAGE: Throughout the term of this Agreement, at ACYB's sole cost and expense, ACYB shall keep, or cause to be kept, in full force and effect for the mutual benefit of CITY and ACYB comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days' notice, in writing, by the insurer to CITY by certified mail. ACYB shall furnish CITY with copies of such policies promptly upon receipt of them or certificate(s) evidencing the insurance.
- y. INDEMNIFICATION: ACYB shall defend, indemnify, and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property including the payment by ACYB of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the ACYB in the activities, use, or occupancy of the PREMISES including, but not limited to, all consequential damages to the maximum extent permitted by law.
- z. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with ACYB, unless such person is otherwise regularly employed by and conducting official business of CITY.
- aa. To conduct all operations in compliance with the Americans with Disabilities Act.
- bb. ACYB shall provide CITY with at least two (2) weeks' notice for room reservations for use of CITY facilities for ACYB meetings.

SECTION 2: CITY hereby agrees as follows:

- a. To maintain the periphery of the premises, including shrubs and trees, and mow all grass on a year-round basis.
- b. To pay for all water used on premises.
- c. To have full control over watering the entire premises. ACYB shall not adjust or readjust or otherwise change the sprinkler system or water control facilities.
- d. To provide emergency call-out telephone numbers for use by ACYB. A Contact List containing the emergency telephone numbers is attached.
- e. To refund, at the end of the agreement period and upon approval of the Director of Human Services, ACYB's cleaning deposit.
- f. To provide to ACYB, inventory list of equipment in snack bar and meeting areas; to provide inspection of those areas and equipment at the end of the agreement period.
- g. To designate a CITY representative to work with ACYB on all non-maintenance issues relating to the use of CITY facilities.

NOW, THEREFORE, if any terms of this Agreement are not complied with, the Agreement will become null and void and ACYB will be refused use of CITY facilities.

APPROVED AND ADOPTED this _____ day of _____, 2015.

LEAGUE:

ALL CITIES YOUTH BASEBALL

CITY:

CITY OF MONTCLAIR

President

Paul M. Eaton
Mayor

Secretary

ATTEST:

Andrea M. Phillips
Deputy City Clerk

CITY OF MONTCLAIR – CONTACT LIST FOR SPORTS LEAGUES

JANUARY 2015

<i>After Hours Emergency - Call Montclair PD</i>	<i>Montclair Police Dept.</i>	<i>Contact</i>	<i>(909) 621-4771</i>
Sports League Administration	Sports League Liaison	Fernando Saltos	(909) 625-9496 work
Building Maintenance	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443 work (909) 721-1744 cell
Ground Maintenance	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443 work (909) 721-1744 cell
Graffiti Removal	Graffiti Abatement Hotline		(909) 625-9429
Vandalism	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443 work (909) 721-1744 cell
Secondary Contact for Mike McGehee	Public Works Superintendent	Xavier Mendez	(909) 625-9467 work

**AGREEMENT NO. 15-05
WITH ALL CITIES YOUTH BASEBALL
FOR USE OF KINGSLEY PARK**

THIS AGREEMENT is made and entered into by and between the City of Montclair, hereinafter called "CITY," and All Cities Youth Baseball (ACYB), hereinafter called "ACYB."

WITNESSETH:

WHEREAS, CITY presently has a baseball field generally located at the northwest end of Kingsley Elementary School at Benson Avenue and Kingsley Street, Montclair, California, and

WHEREAS, said Park has been developed to provide areas for youth sports on which premises ACYB desires to use for Youth Baseball activities at such times and hours set forth in Section 1(w). The term of this Agreement is for January 5, 2015, through August 31, 2015.

SECTION 1: ACYB, a 501c(3), hereby agrees as follows:

- a. Not to use the premises for any other purpose, except as above indicated.
- b. Not to sublet the field.
- c. Not to make any improvements or alterations on said premises.
- d. Not to charge for parking of vehicles in the parking lots located within CITY facilities and not to park in the fields or walkways.
- e. Not to erect any barriers or fences of any kind unless approved by CITY.
- f. Not to use herbicides at the park for any purpose.
- g. Not to disconnect or make changes to existing phone line account.
- h. Not to allow hitting balls into the chain link fences for batting practice.
- i. To provide the CITY with a written list of all items to be stored in park buildings. No items should be stored in rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to ACYB. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of ACYB.
- j. To maintain rest room facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not

maintained as stated a contracted cleaning agency will be hired by the CITY and ACYB will be responsible for all fees related to the service.

- k. To maintain all equipment and appliances within the snack bar and snack bar building at all times. To clean all sinks, countertops, and utensils after each day's use and leave the snackbar in a condition acceptable to CITY. The snackbar area should not be used for storage of any materials not pertaining to food items.
- l. To deposit with the CITY representative the sum of Two Hundred Dollars (\$200) as a refundable cleaning deposit to ensure the proper care and cleanup of the restrooms. At the end of the playing season, an inspection shall be conducted by CITY and ACYB representatives to ensure that all areas have been properly cared for and cleaned up.
- m. To conform to all safety and health regulations and maintain all CITY installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.
- n. To be responsible for the payment of an alarm fee at the rate of Twenty-Five Dollars (\$25) per month and to remit prompt payment to CITY upon receipt of monthly invoice.
- o. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- p. ACYB agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property including for graffiti removal on buildings within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429 and report vandalism immediately to the Public Works Superintendent at 625-9466. ACYB will not attempt to remove Graffiti or make repairs to building. ACYB shall furnish and supply personnel to conduct and supervise ACYB activities on the premises.
- q. If ACYB elects to use lights for activities conducted after dark, ACYB agrees to divide the cost of electrical services associated with such lighting equally with CITY at the rate of Twenty Dollars (\$20) per hour, per field; and ACYB will remit prompt payment to CITY upon receipt of monthly invoice.
- r. To provide the CITY representative with a list of the Board of Directors including names, addresses, and telephone numbers.
- s. To provide CITY with participant rosters, practice and game schedules.
- t. To provide CITY with financial statements upon request for audit purposes.

- u. To designate one individual as the ACYB's representative to work with the CITY's representative.
- v. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency of which ACYB had knowledge.
- w. It is agreed that ACYB may use said baseball fields from January 5, 2015, through August 31, 2015, Mondays and Fridays, generally commencing at 4:00 p.m. No activities will be conducted past 9:45 p.m.
- x. PUBLIC LIABILITY AND PROPERTY DAMAGE: Throughout the term of this Agreement, at ACYB's sole cost and expense, ACYB shall keep, or cause to be kept, in full force and effect for the mutual benefit of CITY and ACYB comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days' notice in writing by the insurer to CITY by certified mail. ACYB shall furnish CITY with copies of such policies promptly upon receipt of them or certificate(s) evidencing the insurance.
- y. INDEMNIFICATION: ACYB shall defend, indemnify, and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property including the payment by ACYB of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the ACYB in the activities, use, or occupancy of the PREMISES including, but not limited to, all consequential damages to the maximum extent permitted by law.
- z. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the ACYB, unless such person is otherwise regularly employed by and conducting official business of CITY.
- aa. To conduct all operations in compliance with the Americans with Disabilities Act.
- bb. ACYB shall provide CITY with at least two (2) weeks' notice for room reservations for use of CITY facilities for ACYB meetings.

SECTION 2: CITY hereby agrees as follows:

- a. To maintain the periphery of the premises, including shrubs and trees, and mow all grass on a year-round basis.
- b. To pay for all water used on premises.
- c. To have full control over watering the entire premises. ACYB shall not adjust or readjust or otherwise change the sprinkler system or water control facilities.
- d. To provide emergency call-out telephone numbers for use by ACYB. A Contact List containing the emergency telephone numbers is attached.
- e. To invoice ACYB monthly for the costs of separately metered field lighting related to use prior to regular season play.
- f. To designate a CITY representative to work with ACYB on all nonmaintenance issues relating to the use of CITY facilities.

NOW, THEREFORE, if any terms of this Agreement are not complied with, the Agreement will become null and void and ACYB will be refused use of CITY facilities.

APPROVED AND ADOPTED this _____ day of _____, 2015.

LEAGUE:

ALL CITIES YOUTH BASEBALL

CITY:

CITY OF MONTCLAIR

President

Paul M. Eaton
Mayor

Secretary

ATTEST:

Andrea M. Phillips
Deputy City Clerk

CITY OF MONTCLAIR – CONTACT LIST FOR SPORTS LEAGUES

JANUARY 2015

<i>After Hours Emergency – Call Montclair PD</i>	<i>Montclair Police Dept.</i>	<i>Contact</i>	<i>(909) 621-4771</i>
Sports League Administration	Sports League Liaison	Fernando Saltos	(909) 625-9496 work
Building Maintenance	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443 work (909) 721-1744 cell
Ground Maintenance	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443 work (909) 721-1744 cell
Graffiti Removal	Graffiti Abatement Hotline		(909) 625-9429
Vandalism	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443 work (909) 721-1744 cell
Secondary Contact for Mike McGehee	Public Works Superintendent	Xavier Mendez	(909) 625-9467 work

**AGREEMENT NO. 15-06
WITH ALL CITIES YOUTH BASEBALL
FOR USE OF SARATOGA PARK**

THIS AGREEMENT is made and entered into by and between the City of Montclair, hereinafter called "CITY," and All Cities Youth Baseball (ACYB), hereinafter called "ACYB." This Agreement is contingent upon ACYB fulfilling its prior contract's financial obligations and paying any and all outstanding invoices owed to the CITY. Use of any and all facilities listed herein may not be used until all fees have been paid.

WITNESSETH:

WHEREAS, CITY presently has baseball fields (two northern and two southern fields) generally located at the southwest corner of Vernon Avenue and Kingsley Street, Montclair, California, and

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises ACYB desires to use for Youth Baseball activities at such times and hours set forth in Section 1(z). The term of this Agreement is for January 5, 2015, through August 31, 2015.

SECTION 1: ACYB hereby agrees as follows:

- a. Not to use the premises for any other purpose, except as above indicated.
- b. Not to sublet the field.
- c. Not to make any improvements or alterations on said premises.
- d. Not to charge for parking of vehicles in the parking lots located within CITY facilities and not to park in the fields or walkways.
- e. Not to erect any barriers or fences of any kind unless approved by CITY.
- f. Not to use herbicides at the park for any purpose.
- g. Not to disconnect or make changes to existing phone line account.
- h. Not to allow hitting balls into the chain link fences for batting practice.
- i. To provide the CITY with a written list of all items to be stored in park buildings. No items should be stored in rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to ACYB. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of ACYB.
- j. To maintain rest room facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the

premises in a condition acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not maintained as stated a contracted cleaning agency will be hired by the CITY and the ACYB will be responsible for all fees related to the service.

- k. To maintain all equipment and appliances within the snack bar and snack bar building at all times. To clean all sinks, countertops and utensils after each day's use and leave the snackbar in a condition acceptable to CITY. The snackbar area should not be used for storage of any materials not pertaining to food items.
- l. To maintain Meeting Room located on the second floor by emptying trash and vaccuming carpet from facility after each day's use in a condition acceptable to CITY. This room is not to be used for storage (e.g. field equipment and baseball equipment).
- m. To ensure when a barbecue is used, it is set up a minimum of ten feet away from any structure and LEAGUE must provide one fire extinguisher for each barbecue being used. LEAGUE must also ensure that a drip pan be used and ensure barbecue has completely cooled down before returning to storage in any CITY structure.
- n. To deposit, with the CITY representative, the sum of Three Hundred Dollars (\$300) as a refundable cleaning deposit to ensure the proper care and cleanup of the snack bar, meeting areas, towers, and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and ACYB representatives to ensure that all areas and CITY-owned equipment have been properly cared for and cleaned up. All non-CITY-owned equipment, with exception of refrigerators, freezers, and ice machines shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by ACYB shall be cleaned out, doors left open, and electrical turned off. Any food items left in the refrigerators and/or freezers will be discarded by the CITY. Ice machines owned by CITY shall be cleaned out, serviced, and maintained by CITY.
- o. To conform to all safety and health regulations and maintain all CITY installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.
- p. To be responsible for the payment of an alarm fee at the rate of Twenty-Five Dollars (\$25) per month and to remit prompt payment to CITY upon receipt of monthly invoice.
- q. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.

- r. ACYB agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property including for graffiti removal on buildings within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429 and report vandalism immediately to the Public Works Superintendent at 625-9466. ACYB will not attempt to remove Graffiti or make repairs to building. ACYB shall furnish and supply personnel to conduct and supervise ACYB activities on the premises.
- s. If ACYB elects to use lights for activities conducted after dark, ACYB agrees to divide the cost of electrical services associated with such lighting equally with CITY at the rate of Twenty Dollars (\$20) per hour, per field; and ACYB will remit prompt payment to CITY upon receipt of monthly invoice.
- t. To deposit, with the CITY representative, the sum of Five Hundred Dollars (\$500) as a security deposit, to ensure the proper and prompt payment of alarm fees, electrical services for elected use of lights, or any incurred damages to facilities associated with ACYB. In the event all invoices or potential damages are paid by the end of this Agreement term, the deposit will be refunded.
- u. To provide the CITY representative with a list of the Board of Directors, including names, addresses, and telephone numbers.
- v. To provide CITY with participant rosters, practice and game schedules.
- w. To provide CITY with financial statements upon request for audit purposes.
- x. To designate one individual as an ACYB representative to work with the CITY's representative.
- y. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency, of which ACYB had knowledge.
- z. It is agreed that ACYB may use said baseball fields from January 5, 2015, through August 31, 2015, on Fridays, generally commencing at 4:00 p.m. No activities will be conducted past 9:45 p.m.
- aa. PUBLIC LIABILITY AND PROPERTY DAMAGE: Throughout the term of this Agreement, at ACYB sole cost and expense, ACYB shall keep, or cause to be kept, in full force and effect, for the mutual benefit of CITY and ACYB, comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence, and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the

effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and non contributing with any insurance that may be carried by CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days' notice, in writing, by the insurer to CITY by certified mail. ACYB shall furnish CITY with copies of such policies promptly upon receipt of them or certificate(s) evidencing the insurance.

- bb. INDEMNIFICATION: ACYB shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property including the payment by ACYB of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of AYCB in the activities, use, or occupancy of the PREMISES including, but not limited to, all consequential damages to the maximum extent permitted by law.
- cc. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with ACYB, unless such person is otherwise regularly employed by and conducting official business of CITY.
- dd. To conduct all operations in compliance with the Americans with Disabilities Act.
- ee. ACYB shall provide CITY with at least two (2) weeks' notice for room reservations for use of CITY facilities for ACYB meetings.

SECTION 2: CITY hereby agrees as follows:

- a. To maintain the periphery of the premises, including shrubs and trees, and mow all grass on a year-round basis.
- b. To pay for all water used on premises.
- c. To have full control over watering the entire premises. ACYB shall not adjust or readjust or otherwise change the sprinkler system or water control facilities.
- d. To provide emergency call-out telephone numbers for use by ACYB. A Contact List containing the emergency telephone numbers is attached.
- e. To provide to ACYB, inventory list of equipment in snack bar and meeting areas; to provide inspection of those areas and equipment at the end of the agreement period.
- f. To invoice ACYB monthly for the costs of separately metered field lighting.
- g. To refund, at the end of the agreement period and upon approval of the Director of Human Services, ACYB cleaning deposit.

h. To designate a CITY representative to work with ACYB on all nonmaintenance issues relating to the use of CITY facilities.

NOW, THEREFORE, if any terms of this Agreement are not complied with, the Agreement will become null and void and ACYB will be refused use of CITY facilities.

APPROVED AND ADOPTED this _____ day of _____, 2015.

LEAGUE:

ALL CITIES YOUTH BASEBALL

CITY:

CITY OF MONTCLAIR

President

Paul M. Eaton
Mayor

Secretary

ATTEST:

Andrea M. Phillips
Deputy City Clerk

CITY OF MONTCLAIR - CONTACT LIST FOR SPORTS LEAGUES

JANUARY 2015

<i>After Hours Emergency - Call Montclair PD</i>	<i>Montclair Police Dept.</i>	<i>Contact</i>	<i>(909) 621-4771</i>
Sports League Administration	Sports League Liaison	Fernando Saltos	(909) 625-9496 work
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Secondary Contact for Mike McGehee	Public Works Superintendent	Xavier Mendez	(909) 625-9467 work

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 15-07 AMENDING AGREEMENT NO. 14-46 WITH THE SAN BERNARDINO COUNTY DEPARTMENT OF AGING AND ADULT SERVICES TO PROVIDE ADDITIONAL FUNDING FOR THE SENIOR NUTRITION PROGRAM FOR FISCAL YEAR 2014-15	DATE: January 5, 2015 SECTION: AGREEMENTS ITEM NO.: 2 FILE I.D.: ATH020/215/218 DEPT.: HUMAN SERVICES
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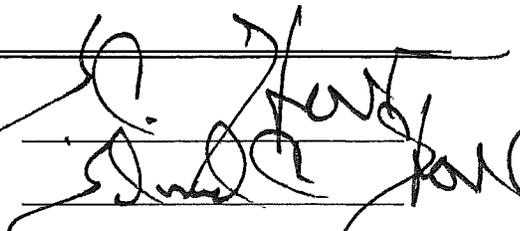
REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 15-07 amending Agreement No. 14-46 with the San Bernardino County Department of Aging and Adult Services (DAAS) to increase funding for the Senior Nutrition Program for Fiscal Year 2014-15. Agreement No. 15-07 is attached for consideration by the City Council.

BACKGROUND: The San Bernardino County Department of Aging and Adult Services has awarded the City additional funding to purchase supplies, equipment, and catering services for the City's Senior Citizen Nutrition Program serving seniors aged 60 and over. Proposed Agreement No. 15-07 would amend Agreement No. 14-46 by increasing funding by \$38,434 from the previous contract amount of \$89,149 for Fiscal Year 2014-15.

The term of proposed Agreement No. 15-07 is July 1, 2014 through June 30, 2015.

FISCAL IMPACT: Should the City Council approve proposed Agreement No. 15-07, the Fiscal Year 2014-15 funding would be increased by \$34,434 to purchase supplies, replace the refrigerator and freezer units in the Senior Center and Community Center kitchens, and offset catering costs for the City's Senior Citizen Nutrition Program. These funds have been allocated to the City through the Older Americans Act Title III Fund.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 15-07 amending Agreement No. 14-46 with the San Bernardino County Department of Aging and Adult Services to increase funding for the Senior Citizen Nutrition program.

Prepared by: <u> <i>M. Richter</i> </u>	Reviewed and Approved by: <u>  </u>
Proofed by: <u> <i>M. Richter</i> </u>	Presented by: <u>  </u>

FOR COUNTY USE ONLY



County of San Bernardino
F A S
STANDARD CONTRACT

<input type="checkbox"/> New	FAS Vendor Code	SC	Dept.	A	Contract Number
<input checked="" type="checkbox"/> Change	CITYOFM731		OOA		13-547 A-3
<input type="checkbox"/> Cancel					
ePro Vendor Number 00003363				ePro Contract Number 146519	
County Department Department of Aging and Adult Services			Dept. OOA	Orgn. 210	Contractor's License No.
County Department Contract Representative Gloria Perez			Telephone (909) 386-8145		Total Contract Amount \$213,787
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:					
If not encumbered or revenue contract type, provide reason:					
Commodity Code 95200		Contract Start Date July 1, 2013	Contract End Date June 30, 2015	Original Amount \$86,204	Amendment Amount \$38,434
Fund AAF	Dept. OOA	Organization 210	Appr. 300	Obj/Rev Source 3357	GRC/PROJ/JOB No. Amount \$38,434
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No. Amount \$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No. Amount \$
Project Name Elderly Nutrition Program			Estimated Payment Total by Fiscal Year		
			FY	Amount	I/D
			14/15	\$38,434	I

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, Department of Aging and Adult Services, hereinafter called the County, and

Name
City of Montclair hereinafter called Contractor
 Address
5111 Benito Street
Montclair, CA 91763
 Telephone (909) 626-8571 Federal ID No. or Social Security No. _____

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 3

It is hereby agreed to amend Contract No. 13-547 as follows:

V. FISCAL PROVISIONS

Paragraph A is amended to read as follows:

- A. The maximum amount of funds available for reimbursement or payment under this Contract shall not exceed \$213,787 of which \$206,766 may be federally funded, and shall be subject to availability of funds to the County. The consideration to be paid to Contractor shall be payment in full for all

<i>Auditor-Controller/Treasurer Tax Collector Use Only</i>	
<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

Contractors services in the performance hereof, including travel and per diem. The amount is broken down as follows:

Original Contract	July 1, 2013, through June 30, 2014	\$86,204
Amendment No. 2	Increase for July 1, 2014, through June 30, 2015	\$89,149
Amendment No. 3	Increase for February 1, 2015, through June 30, 2015	\$38,434

Paragraph B is amended to read as follows:

B. Contractor shall be compensated on a fee-for-service based on the following rates:

2014/15 Congregate Site \$5.81 per meal, up to 18,893

Notwithstanding the fee-for-service amounts shown above, the total funds payable to Contractor by DAAS shall not exceed 1) the maximum amount shown in Paragraph A above, or 2) the total allowable costs reported by Contractor for services provided pursuant to this Contract.

Paragraph C, Item No. 2 is amended to read as follows:

2. Contractor shall provide a minimum of \$12,973 in matching contributions for 2014-15, which is the amount of Federal Title III funds provided under the Contract multiplied by 11.11% (Attachment P).

ATTACHMENT O – PROGRAM BUDGET from July 1, 2014, through June 30, 2015, is replaced with Attachment O Program Budget from July 1, 2014 through June 30, 2015 dated November 24, 2014

ATTACHMENT P – MATCHING FUNDS NARRATIVE from July 1, 2014, through June 30, 2015, is replaced with Attachment P Matching Funds Narrative from July 1, 2014, through June 30, 2015, dated November 24, 2014

All other terms and conditions remain in full force and effect.

COUNTY OF SAN BERNARDINO

▶ _____
Janice Rutherford, Chair, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

CITY OF MONTCLAIR

(Print or type name of corporation, company, contractor, etc.)

By ▶ _____
(Authorized signature - sign in blue ink)

Name _____ Paul M. Eaton
(Print or type name of person signing contract)

Title _____ Mayor
(Print or Type)

Dated: _____

ATTEST:

Andrea M. Phillips
Deputy City Clerk

Address _____ 5111 Benito Street

Montclair, CA 91763

Approved as to Legal Form
▶ _____
Jacqueline Carey-Wilson
Deputy County Counsel
Date _____

Reviewed by Contract Compliance
▶ _____
Regina Dalton, HS Contracts Unit
Date _____

Presented to BOS for Signature
▶ _____
Ron Buttram, DAAS Director
Date _____

COUNTY OF SAN BERNARDINO NUTRITION SERVICES
PROGRAM BUDGET – November 24, 2014

Provider: City of Montclair

Period: 07/01/14-06/30/15 ORIG ___ Amend X

CONGREGATE SITES C-1

HOME DELIVERED MEALS C-2

Section I: Prepare this section based on annual estimated cost to serve the meals.

		A	b	C=a+b
		Cost to Provider for the year		
Expenditure Category:		Cash	In-Kind	Annual Expense
1	Personnel	\$65,230	\$51,328	\$116,558
2	Staff Travel & Training			
3	Equipment	\$7,002		\$7,002
4	Non-inventory Equipment			
5	Consultants	\$2,232		\$2,232
6	Catered Food	\$79,708		\$79,708
7	Raw Food			
8	Other Expenses:			
	a. Consumable Supplies	\$14,708		\$14,708
	b. Insurance	\$5,400		\$5,400
	c. Repair & Maintenance	\$2,016		\$2,016
	d. Rent/Building Space			
	e. Utilities			
	f. Vehicle Operations	\$7,307		\$7,307
	g. Miscellaneous	\$3,767		\$3,767
9	Indirect Cost			
10	Nutrition Education	\$235		\$235
Total Expenditures (add lines 1-10)		\$187,605	\$51,328	\$238,933

Revenue Sources:			
State funds			
Federal Funds	\$116,773		\$116,773
NSIP	\$10,810		\$10,810
State Special Nutrition Funds			
County funds			
Program Income	\$25,208		\$25,208
Deferred Income			
Matching Cash	\$34,814		\$34,814
Matching In-Kind	\$51,328		\$51,328
Non-Match Cash			
Non-Match In-Kind			
Total Revenue	\$238,933		\$238,933

Section II: Prepare this section based on estimated number of meals that will be served multiplied by meal cost per unit.

D	E	f=d*e
Estimated annual number of meals	Proposed meal cost per unit	Annual Budget
18,893	\$5.81	\$109,771

MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
DECEMBER 15, 2014, AT 7:50 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Mayor Pro Tem Raft called the meeting to order at 7:50 p.m.

II. ROLL CALL

Present: Mayor Pro Tem Raft; Council Member Ruh; and City
Manager Starr

III. APPROVAL OF MINUTES

**A. Minutes of the Regular Personnel Committee Meeting of
December 1, 2014.**

Moved by City Manager Starr, seconded by Mayor Pro Tem Raft,
and carried unanimously to approve the minutes of the Personnel
Committee meeting of December 1, 2014.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

At 7:51 p.m., the Personnel Committee went into Closed Session
regarding personnel matters related to appointments, resignations/
terminations, and evaluations of employee performance.

At 8:04 p.m., the Personnel Committee returned from Closed Session.
Mayor Pro Tem Raft stated that no announcements would be made at
this time.

VI. ADJOURNMENT

At 8:22 p.m., Mayor Pro Tem Raft adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager

**MINUTES OF THE MEETING OF THE MONTCLAIR
CODE ENFORCEMENT COMMITTEE HELD ON
MONDAY, DECEMBER 15, 2014, AT 6:00 P.M. IN
THE CITY HALL CONFERENCE ROOM, 5111
BENITO STREET, MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Council Member Dutrey called the meeting to order at 6:00 p.m.

II. ROLL CALL

Present: Council Member Dutrey, Mayor Pro Tem Raft, City Manager Starr; Deputy City Manager/Director, Office of Economic Development Staats; Director of Community Development Lustru; Police Chief/Director, Office of Public Safety deMoet; Senior Code Enforcement Officer Fondario; City Attorney Robbins.

III. APPROVAL OF MINUTES

A. Minutes of Code Enforcement Committee Meeting of September 15, 2014

It was the consensus of the Code Enforcement Committee to approve the minutes of the Code Enforcement Committee meeting of September 15, 2014.

IV. PUBLIC COMMENT

None.

V. OLD BUSINESS

1. Residential landscape maintenance program.

Senior Code Enforcement Officer Fondario provided an overview of the progress made thus far. Approximately ten homeowners have participated or are in the process of participating; however, he added the program has not gone as smoothly as he had hoped. Some homeowners that have received free mulch deliveries have yet to install any plant material. Others have allowed weeds to begin taking over their yards again. He said that he has written a few citations for non-compliance and will write more if homeowners do not cooperate. City Manager Starr suggested that homeowners scheduled to receive free

mulch be required to install a weed screen prior to the mulch delivery. Council Member Dutrey supported the issuance of citations if homeowners are unwilling to make a minimal effort after receiving free mulch courtesy of the program.

2. Pinebrook Apartments update.

Senior Code Enforcement Officer Fondario provided background on the City's enforcement efforts on the Ramona Avenue property and was pleased to report that the property owner is making extraordinary progress in cleaning up the property, addressing code violations, and evicting problem tenants. He distributed some before-and-after photos to the Committee to illustrate the progress that has been made. In addition, the owner is proactively tackling a number of deferred maintenance issues at the 78-unit complex. A professional management company is scheduled to start January 1. Senior Code Enforcement Officer Fondario added that the extra attention the owner is giving to the property has resulted in a significant reduction in law enforcement calls for service.

VI. NEW BUSINESS

1. 4900 block Carlton Street.

Community Development Director Lustro provided a brief history of the property maintenance issues at 4934 and 4944 Carlton Street, and 4945 Mission Boulevard, which are all under the same ownership. Code Enforcement commenced action against the property owner for code violations approximately two years ago, at which time some progress was made. However, the conditions at the properties have regressed. In addition, there is suspected drug and criminal activity occurring at the residential property at 4944 Carlton Street. Adding some urgency to the deteriorating situation are reports from neighboring residents and businesses that thefts are occurring on a regular basis. Further, a residential developer interested in acquiring the 4.75-acre parcel to the east has expressed some concern about the condition of the subject properties and potential negative impact it could have on the marketing of new homes. Senior Code Enforcement Officer Fondario shared photos of the subject property illustrating appearance violations and illegal construction and electrical conveyances. It is suspected that illegal structures are being used for human habitation. To that end, a warrant has been obtained from the court to gain entrance to the property at 4944 Carlton Street for the purpose of inspecting and documenting the violations. The warrant is scheduled to be executed on Thursday, December 18.

2. World Brake, 4100 Mission Boulevard.

Community Development Director Lustro reminded the Committee that the subject business, located at the northeast corner of Mission

Boulevard and Pipeline Avenue, was the location of a fire of suspicious origin on Christmas Eve in 2012. The fire did significant structural damage and the building has been red-tagged since that time. While staff has made attempts to have the owner bring the property into compliance or demolish the building and other improvements, those efforts have been unsuccessful to date. Not surprisingly, staff received notice last week that the property is scheduled for a Trustee's Sale on January 2, 2015. The amount owed on the property is nearly \$744,000.

VII. DISTRIBUTION OF LIST OF PROBLEM PROPERTIES / Q&A

Council Member Dutrey explained the purpose of the Hot Properties list to Mayor Pro Tem Raft.

Council Member Dutrey asked about Code Enforcement staffing. Senior Code Enforcement Officer Fondario replied that, in addition to the two existing full-time positions and one existing half-time position, the reserve complement is back up to four officers, who primarily work weekends. Candidates for the two 30-hour positions are currently in background and are expected to begin work in January.

Council Member Dutrey expressed concern about the growing number of massage establishments and specifically, their practice of completely covering storefront windows with drapes or blinds. City Manager Starr said that he provided a comprehensive email response to Council Member Dutrey's concerns earlier in the day outlining the provisions of AB 1147, recently-passed legislation revising how massage establishments can be regulated. City Attorney Robbins indicated she is working on a draft ordinance she hopes to have ready for Committee review by the end of January.

VIII. NEXT MEETING

The next meeting is scheduled for Tuesday, January 20, 2015, at 6:00 p.m. in the City Hall Conference Room.

IX. ADJOURNMENT

At 6:44 p.m., Council Member Dutrey adjourned the Code Enforcement Committee.

Submitted for Code Enforcement
Committee approval,



Steve Lustro
Director of Community Development